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5 Attorneys for Plaintiff  
6 MUMTAZ SHEREEN SUHAIL

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UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

MUMTAZ SHEREEN SUHAIL,

Case No. C 06-03424 MHP

Plaintiff,

v.

NAVIGANT INTERNATIONAL, INC.; TQ3  
NAVIGANT; TQ3 TRAVEL SOLUTIONS;  
and DOES 1 through 50, inclusive,

STIPULATION AND PROPOSED  
ORDER TO FILE AMENDMENT TO  
COMPLAINT TO SUBSTITUTE DOE 1  
AS NAVIGANT SOUTHWEST LLC

Defendants.

IT IS HEREBY STIPULATED AND AGREED UPON by the parties and their respective  
counsel of record that plaintiff be allowed to file an amendment to the complaint to substitute  
DOE 1 as defendant Navigant Southwest LLC. The parties agree and stipulate as follows:

- Defendants contend that plaintiff's actual employer is Navigant Southwest LLC,  
and not the named defendants;
- Defendants stipulate to allow plaintiff to file an amendment to the complaint  
substituting DOE 1 as defendant Navigant Southwest LLC;
- The parties stipulate and agree that plaintiff will dismiss defendants Navigant  
International, Inc., TQ3 Navigant, and TQ3 Travel Solutions, without prejudice,  
and, in exchange, defendants will agree to a tolling of any statutes of limitations or  
deadlines, whether administrative or statutory, to allow plaintiff to re-assert any of

the allegations or causes of action against defendants if discovery reveals that any of the defendants were plaintiff's employer, including joint employer, or any of these defendants committed any of the misconduct alleged in the complaint;

- Defendants, including Navigant Southwest LLC, stipulate and agree that defendant Navigant Southwest LLC is plaintiff's "employer" for purposes of this action, and that such stipulation will be binding at trial or any hearing in this matter;
- Defendant Navigant Southwest LLC will not allege any defense of statute of limitations or failure to exhaust administrative remedies, including obtaining any right-to-sue letters from the Equal Employment Opportunity Commission ("EEOC") and/or California Department of Fair Employment and Housing ("DFEH"), as a result of being substituted into this action as DOE 1 for any of the allegations or facts alleged in the complaint. Defendant Navigant Southwest LLC agrees that any right-to-sue letters previously obtained by Navigant International, Inc., TQ3 Navigant, and/or TQ3 Travel Solutions will be equally applicable to defendant Navigant Southwest LLC;
- The parties are not making this request for the purposes of any delay. Instead, the parties are making this request to avoid unnecessary motion practice, including motions to dismiss and/or summary judgment on the sole issue of "employer," that would unduly burden the Court with legal issues that are being resolved by the parties, including unnecessary attorneys' fees and costs in litigating this dispute.

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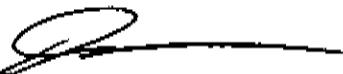
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1 SO STIPULATED.

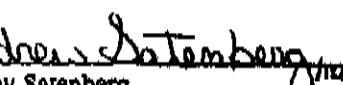
2  
3 Dated: November 10, 2006

KAHN BROWN & POORE LLP

4 By:   
5 David M. Poore  
6 Attorneys for Plaintiff

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9  
10 Dated: November 10, 2006

MANATT PHELPS & PHILLIPS LLP

11 By:   
12 Andrew Satenberg  
13 Attorneys for Defendants and Navigant  
14 Southwest LLC

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**[PROPOSED] ORDER**

**IT IS SO ORDERED.** Plaintiff is hereby allowed to file and serve a DOE amendment to the complaint substituting defendant Navigant Southwest LLC as DOE 1 in this action in accordance with terms of the above stipulation.

12/6/06

Dated: \_\_\_\_\_

**UNITED STATES DISTRICT COURT JUDGE**